

**THE CARPET FOUNDATION CONSUMER CODE
OF PRACTICE AND ADR PROCEDURE FOR USE BY
'RETAIL MEMBER' RETAILERS**

(A) INTRODUCTION

1. The Carpet Foundation is the UK's lead body for the carpet industry and is the sponsor organisation for this Code of Practice. The Carpet Foundation is a Company limited by guarantee founded in 1999 and its Patron manufacturing members produce the majority of the carpet made in the UK.
2. The Carpet Foundation has over 400 independent retailers in membership known as "Retail Members" who fund the promotional activities undertaken by the organisation.
3. Retail Member retailers must currently satisfy the following criteria for membership of the Carpet Foundation:-
 - ❖ Membership of a recognised Buying Group
 - ❖ Non Buying Group members must have accounts with at least four Carpet Foundation carpet manufacturers or achieve a significant level of business with a lesser number.
 - ❖ Bona-fide retailers with a showroom open to the public
 - ❖ Conduct their business according to the Carpet Foundation Consumer Code of Practice
 - ❖ Commitment to the highest standards of retailing in terms of staff training, display, price transparency, installation etc.
4. Consumer Research on purchasing experience shows conclusively that independent retailers provide the consumer with the highest standards of customer care, impartial advice, installation and after sales service. By and large Retail Members are widely acknowledged to be amongst the best independent carpet retailers in the UK.

5. In 1998 The Carpet Council Guarantees and Code of Practice was introduced by the British Carpet Manufacturers' Association. This was designed to regulate the procedures used by manufacturers and retailers for dealing with consumer complaints and to provide for extended guarantees. Although not a consumer code in the strictest sense its provisions have been used extensively and retailers claim high satisfaction levels. The relevant sections of this code are incorporated into that consumer code.
6. The selection, purchase and installation of carpet is complicated and intrusive. It is essential that interaction with the consumer be handled in a highly professional manner which will meet the expectations of the consumer. Retail Members are committed to consumer friendly policies; clear and transparent dealings and efficient complaints resolution to ensure that consumers achieve the highest levels of satisfaction.
7. None of the terms of the Consumer Code of Practice shall affect the consumers' statutory rights in force at any given time.
8. In producing the Code of Practice the Carpet Foundation has consulted with relevant consumer advisory bodies.
9. Retail Members recognise the importance of regular assessment of the effectiveness of their retailing standards through an objective monitoring system.
10. It should not be overlooked that consumers also have an important part to play in the purchase process through means of open and reasonable dealings with Retail Members.

(B) THE OBJECTIVES OF THE CARPET FOUNDATION CONSUMER CODE

1. To ensure that Retail Members provide outstanding levels of consumer service and as a consequence consumers return to Retail Members for their next carpet purchase.
2. To recognise the importance of clear and unambiguous, high quality communications to consumers covering all the key aspects of carpet purchasing including the following:
 - ❖ Impartial product selection and carpet maintenance advice
 - ❖ Post manufacturing Pile treatments
 - ❖ Terms of Business details
 - ❖ Deposits and cancellation/protection rights
 - ❖ Guarantees
 - ❖ Installation standards
 - ❖ Dispute resolution procedures
 - ❖ After sales service
 - ❖ Visibility of Carpet Foundation Point-of-Sale materials and Retail Member logos etc, to ensure consumers are aware of the code.
3. To establish the Retail Members as the exclusive users of the Code of Practice through consistent advertising, PR and high visibility signage.
4. To use the Chartered Trading Standards Institute (CTSI) Consumer Code of Practice Approval Scheme (CCAS) to give the new code added credibility in the eyes of the consumer and a more disciplined approach to adherence from code users.
5. To promote a commitment to achieving the highest standards of retailing and continued improvement through the use of the Code of Practice by Retail Members.
6. To provide generous guarantees which should avoid the use of legal processes to resolve consumer complaints.

(C) SCOPE AND OWNERSHIP OF THE CONSUMER CODE OF PRACTICE

1. The Carpet Foundation is the sponsor of the Consumer Code of Practice.
2. The code covers the relationship between Retail Members and consumers, in respect of carpet sold and installed by Retail Members to residential consumers. It does not cover buy to let nor does it cover the sale of rugs, or imperfect goods. Insurance claims are only covered in certain circumstances.
3. The code has been prepared for the exclusive use of Retail Members during their membership of the Carpet Foundation. Retail Members who leave the Carpet Foundation will no longer be able to use or promote the code.
4. For Retail Members, compliance with the Code of Practice is mandatory for membership of the Carpet Foundation. Formal written evidence of support for the code by each Retail Member will be held by the Carpet Foundation and displayed in each store.
5. Retail Members will promote their membership of the national network through the use of highly visible signage and Point of Sale Material.
6. Retail Members will display proof of their membership of the Carpet Foundation and will have copies of the Consumer Code of Practice available for those consumers who require it. Point of Sale Material covering the key benefits to the consumer of the Code will be displayed in all the Retail Members' premises. All Retail Members must comply with the terms of the licence which govern the use of the CTSI logo.
7. Retail Members will ensure that all their staff will be made fully aware of the requirements of the code and effectively trained in its use. This will include details of the legal responsibilities of retail staff.
8. Any sub-contractors used by Retail Members will also be made aware of the relevant provisions of the Code.
9. Code of Practice and The ADR procedure covers the Contract of Sale between the retailer and consumer. In the event of a manufacturing fault being agreed it is the responsibility of the retailer to carry out the stipulated remedial action.

The Contract of Sale between the retailer and the manufacturer is not covered by the Carpet Foundation Code of Practice. Consequential loss is not covered by the Code.

(D) TERMS OF BUSINESS

1. All Retail Members will have clear unambiguous terms of business which must be effectively communicated in writing to the consumer prior to making the purchase decision. These will be included in the quotation or made available as a separate document.
2. The written terms of business must include details on the following:
 - ❖ Payment methods and timing
 - ❖ Quotations
 - ❖ Deposits and cancellation rights
 - ❖ Deliveries and installation
 - ❖ Guarantees
 - ❖ Information on after sales advice
3. Retail Members will not include any terms which may affect the consumer's statutory rights.
4. The precise details in the terms of business may vary between Retail Members but the overriding principle is that the consumer will be made aware of the terms prior to the purchase decision. The provisions of the Consumer Rights Act 2015 will be followed in the terms of business used in consumer contracts by Retail Members.
5. Consumers will be advised that their purchase contract is between themselves and the Retail Member (rather than the manufacturer/supplier). In cases where Independent Fitters are used and the consumer pays for their services direct, the contract will be with the Independent Fitter for the installation portion of the project.
6. Retail members will need to make consumers aware of their ADR procedures.

(E) ADVERTISING

1. Retail Members will not use any advertising which is ambiguous, misleading or untruthful and this applies to all aspects of the goods and services provided by the Retail Members.
2. All advertising used by Retail Members will comply with the standards set by the Advertising Standards Authority, the Independent Television Commission, the Radio Authority, the Committee of Advertising Practice and other relevant bodies. In addition such advertising will be subject to the provisions of all relevant legislation.
3. Advertising undertaken by Retail Members will, wherever possible, include the Retail Member logo and refer to their membership of the Carpet Foundation.
4. Retail Member advertising will refer specifically to their adherence to the terms of this Code of Practice.
5. Retail Members who use direct mail and consumer listings to promote their business will comply with current best practice and Data Protection Legislation.

(F) ADVICE TO CONSUMERS

1. Retail Members will provide the consumer with clear and objective advice on a wide range of issues affecting the performance, suitability, selection and installation of carpet.
2. Consumers will also be referred to Carpet Foundation websites and brochures as a further source of impartial advice.
3. Consumers will be made aware of the special issues relating to potential pile reversal cases.
4. Retail Members will **not** use high pressure selling techniques to sell products to consumers.
5. Throughout the long life of a carpet the consumer may have queries relating to cleaning, maintenance, product performance, installation etc which should be referred to the Retail Member. These matters will be dealt with in a speedy, user friendly, efficient manner to ensure the best possible advice is given to the consumer without any charge.
6. Retail Members with their long standing experience with vulnerable consumers will take all steps to ensure that key information is conveyed in a clear and concise way to minimise any difficulties they may have. Where necessary the advice of qualified helpers will be sought and extra effort will be undertaken to ensure all aspects of the purchase are carefully explained verbally to avoid the possibility of misunderstandings occurring.

(G) ESTIMATES AND QUOTATIONS

1. Retail Members will provide “Estimates” of the approximate costs often based on the consumers own measurements. Such estimates should be taken as a guide only, to help with product selection before the provision of a more detailed “Written Quotation”.
2. Retail Members will provide clear written quotations with details of what is, and what is not included in the quotation. Where additional work is required e.g. removal and trimming of doors, moving furniture, disconnecting sound systems etc., any additional charges incurred will be specified.
3. The removal and disposal of the old carpet and underlay, together with any waste, may be charged for separately where indicated and agreed with the consumer.
4. In order to carry out a detailed measure, the Retail Member will visit the site for which a charge (normally offset against the purchase) may be made. Consumers will be advised of the importance of having the quotation based upon a professionally undertaken measurement of the site. At this stage the issues of floorboard preparation, appropriate underlay should be discussed with the consumer and advised upon. The performance of carpet is influenced by the standards and quality of the underlay so Retail Members will recommend new underlay for new carpet. In all cases underlay recommended will be appropriate for the anticipated end use.
5. Undisclosed site conditions and special circumstances beyond the control of the Retail Member arising during installation may result in additional work not foreseen in the original quotation which may have to be charged for. The consumer will be notified of such cases before the additional work proceeds. This would **not** include any extra work necessary as a result of the negligence of the installer.
6. Written quotations will specify the payment methods, deposits and payment timescales. The time limit for the quotation to remain valid (normally a minimum of 30 days without change) will be notified to the consumer. Retail Members may impose a maximum period for the validity of the quotation. Any price increases imposed by the supplier will be notified to the consumer before the purchase is authorised. In cases where the price increase is not acceptable the consumer can terminate the contract and receive a refund of any deposit. Price increases will not be imposed by the Retail Member after the contract is agreed.
7. Special offers and sale periods may prescribe prices which are only valid for a limited period.

(G) ESTIMATES AND QUOTATIONS

8. Retail Members are committed to a clear and open policy of pricing and ensuring that the consumer is fully aware of all aspects of the quotation to avoid any “surprises” when the final invoice is produced. Consumers are not expected to pay for additional items which have not been specifically agreed in the contract or by mutual agreement thereafter.

(H) DELIVERY AND INSTALLATION

1. Retail Members acknowledge the importance of well organised delivery and installation arrangements. Every effort will be made to provide flexible installation dates and times to meet consumers' expectations. Any "critical deadlines" will be notified by the consumer to avoid misunderstandings.
2. Any delays in delivery and installation will be notified to the consumer as soon as possible. Where unreasonable delays occur the consumer may be offered alternative products.
3. In the case of unreasonable delays in delivery and installation the consumer may cancel the order and receive a full repayment of any deposit. In the event of a consumer cancelling an order in such circumstances the Retail Members will **not** be liable for:-
 - (a) any losses which were **not** reasonably foreseeable by both parties
 - (b) losses which were **not** caused by any breach on the part of the Retail Member
 - (c) business losses and/or losses to non consumers
4. The Retail Member will inform the consumer what needs to be done to prepare the site for installation eg., furniture removal, disconnecting sound systems, computers, TVs, door removal etc
5. The Retail Member will ensure that the installation is carried out by suitably qualified and experienced fitting personnel and that the installation complies with the relevant provisions for domestic installation in BS 5325.
6. The Retail Member will ensure that the carpet will be inspected prior to or during installation.
7. The Retail Member will inform the consumer of its policy on the uplifting and removal of the existing carpet and underlay. Where charges are made the consumer will be notified in the written quotation.
8. The Retail Member will ensure that the site will be restored on completion of the installation. Details of the post installation work undertaken by the Retail Member will be detailed in the quotation or terms of business together with the responsibilities for payment for such work. This does **not** include any extra work necessary as a result of the negligence of the installer.

(I) DEPOSITS AND CANCELLATIONS

1. Carpet Foundation Retail Members may ask the consumer to pay a deposit with the order for carpet.
2. Clear and concise information on the consumer's deposit protection and cancellation rights will be provided by Carpet Foundation Retail Members. This would normally be set out in the terms of business.
3. The Carpet Foundation has developed a scheme to protect deposits (of up to 50% of the order value) to enable it to complete a carpet installation if the retailers business fails. The Scheme does not make a monetary recompense but relies on the consumer contributing the deposit balance of the originally quoted order. The Carpet Foundation, with the help of its suppliers and using this balance, will fulfil the order as originally quoted.

For this reason deposits greater than 50% cannot be protected.

4. Additional protection of deposits affected by liquidations is afforded by using a credit card to pay the deposit subject to a minimum total purchase price of £100.01 and it is recommended that this method of payment is used.
5. Carpet Foundation Retail Members must comply with all current legislation regarding Consumer Contracts and Cancellation rights. In addition where a consumer cancels an order on reasonable grounds e.g. an unforeseen personal trauma such as major surgery, a divorce, serious illness etc. a full refund of monies paid (excluding that paid for work already done) will be made by the Retail Member.
6. In cases where the Carpet Foundation Member offers to supply carpet on credit this must comply with the requirements of the Consumer Credit Act.

(J) GUARANTEES FOR CARPET INSTALLED IN DOMESTIC PREMISES

Carpet Foundation Retail Members offer guarantees to the consumer which provide a rapid, easy to use, non-legalistic system for the consumer to pursue issues concerning the purchase and installation of carpet. These guarantees do not affect the consumer's right to follow up cases of complaint through the courts if necessary.

There are a variety of different guarantees on offer to the consumer and the Retail Member will make these clear before the purchase decision is made.

The length of these guarantees does not affect the consumer's statutory rights in relation to faulty or misdescribed goods. Neither do the options for the durations of the guarantee imply any variation in statutory rights.

These guarantees are provided free of charge.

Retail Members offer FOUR forms of guarantee:

1. A **two year guarantee** against manufacturing faults occurring in **carpet produced by Carpet Foundation manufacturers**
2. A **one year guarantee** against manufacturing faults occurring in carpet produced by non Carpet Foundation manufacturers
3. A **two year guarantee** against the occurrence of pile reversal (**for carpet produced by Carpet Foundation manufacturers only, there is no guarantee on pile reversal for non Carpet Foundation manufacturers**).
4. A **one year guarantee against installation faults** where the Retail Member is responsible for the installation

The conditions for the application of these guarantees are explained below.

1. and 2. The Guarantee Against Manufacturing Faults

None of the terms of the guarantees set out below affect the consumer's statutory rights under the Consumer Rights Act 2015.

The Retail Member offers **two guarantees against manufacturing faults**:-

1. Carpet produced by Carpet Foundation manufacturers – **two years**
2. Other carpet products – **one year**

If a manufacturing fault is diagnosed **within the guarantee period** the Retail Member will offer the following alternative remedies:-

- ❖ On site rectification of minor faults provided that there is confidence that the fault can be rectified.
- ❖ If the problem cannot be rectified on site a replacement carpet will be provided of equivalent quality. In exceptional cases, where this is not possible, a refund may be offered by the Retail Member equivalent to the full value of the carpet, on collection of the carpet which will be uplifted and removed by the Retail Member.
- ❖ As an alternative to rectification or replacement the Retail Member may offer an allowance against the faulty carpet in respect of full and final settlement of the particular complaint.

The conditions for the operation of the Manufacturing Fault Guarantee are as follows:-

- ❖ The carpet must be purchased through a Retail Member and properly maintained.
- ❖ Evidence of proof of purchase will be needed.
- ❖ On site rectification will only be undertaken in appropriate cases and with the consent of the consumer.
- ❖ During the operation of the Guarantee the Retail Member will not be responsible for:
 - (a) any losses which were **not** reasonably foreseeable by both parties.
 - (b) losses which were **not** caused by any breach on the part of the Retail Member (including any breach of the implied condition of satisfactory quality under the Consumer Rights Act 2015.
 - (c) business losses and/or losses to non consumers.
- ❖ Any allowance accepted by the consumer under a guarantee will be regarded as a full and final settlement for that particular fault. Consumers complaining under their usual consumer (statutory) rights may have additional remedies available to them.
- ❖ Any guarantees applying to the purchase of sale goods, seconds or clearance items will be made known to consumers prior to purchase.

3. The Guarantee against Pile Reversal

None of the terms of the guarantees set out below affect the consumer's statutory rights in relation to faulty or misdescribed goods or the implied condition of satisfactory quality under the Consumer Rights Act 2015.

Pile reversal is a permanent, unpredictable, localised change in the direction of pile lean which alters the pattern of light reflected creating a random "light and shade" effect. Pile reversal is not necessarily associated with foot traffic and has been known to occur in unused carpet. It is a localised change in appearance which does not affect resistance to abrasive wear and can be associated with local conditions where the carpet is installed. It is a random effect unlike "tracking" which is a shading effect caused by normal wear patterns. Pile Reversal may occur in most textiles with a pile.

However Retail Members have entered into agreements with Carpet Foundation manufacturers to provide a guarantee against this phenomenon.

If a case of **Pile Reversal** occurs **within two years of installation** the Retail Member may offer one or more of the following alternative remedies:

- a. on site rectification (subject to carpet type)
- b. an allowance
- c. replacement of the carpet (of same or equivalent quality)

Conditions for Pile Reversal Guarantee

- ❖ Following **rectification**, if the problem recurs within the original two year guarantee period, the Retail Member will supply a replacement carpet or offer an allowance
- ❖ If the problem recurs in the **same** position/location **after replacement** the Retail Member will not be able to consider a further claim
- ❖ This guarantee does not cover tracking or shading due to normal traffic patterns.
- ❖ The carpet must be purchased through a Retail Member and properly maintained
- ❖ Evidence of proof of purchase will need to be provided
- ❖ On site rectification will be undertaken only in appropriate cases and with the consent of the consumer
- ❖ During the operation of the Guarantee the Retail Member will **not** be responsible for:
 - a. any losses which were not reasonably foreseeable by both parties
 - b. losses which were not caused by any breach on the part of the Retail Member under the Consumer Rights Act 2015.
 - c. business losses and/or losses to non consumers
- ❖ Any allowance accepted by the consumer will be regarded as a Full and Final settlement

4. Guarantee against Installation Faults

None of the terms of the guarantees set out below affect the consumer's statutory rights in relation to faulty or misdescribed goods under the Consumer Rights Act 2015.

Where the Retail Member is totally responsible for the supply **and** installation of the carpet a **one year guarantee will be provided against the occurrence of fitting faults**. This also covers accessories used in the installation.

Complaints should be referred to the Retail Member who will investigate the matter quickly to prevent the possibility of faults affecting the future performance of the product.

In most cases claims against this guarantee will be dealt with through rapid on-site rectification, e.g. re-fitting, re-stretching, re-seaming etc.

The guarantee does **not** apply in the cases of consumers who purchase carpet from a Retail Member and install it themselves or arrange for its installation by a third party independent fitter. The complaints procedure outlined in section (K) does **not** apply in such cases.

(K) CONSUMER COMPLAINTS PROCEDURES

Whilst the vast majority of carpet supplied by Retail Members will be free from any manufacturing or installation faults, occasionally, usually due to human error, faults can occur. If consumers believe they have a complaint concerning the quality of the carpet, the installation, the advice given, the standard of service or any other aspect of the completion of their order they should use the following complaints procedure:-

In cases of complaint about the carpet or its installation

1. The consumer should refer any complaint to the Retail Member within a reasonable time
2. The Retail Member should arrange to inspect the carpet as soon as possible (subject to the consumer's availability).
3. After carrying out a site visit the Retail Member will consider the details of the complaint and report his findings to the consumer within 7 working days.
4. In cases where fitting faults are diagnosed in an installation carried out by an Independent Carpet Fitter (paid directly by the consumer) the consumer will be required to take up the matter directly with the Independent Carpet Fitter. This complaints procedure and subsequent ADR procedures will **not** apply in such cases.
5. If the Retail Member believes there is evidence of a manufacturing fault a representative of the manufacturer will be invited to carry out a further site visit. This will be organised as soon as possible subject to the availability of the parties. Retail Members will ensure that manufacturers report back on the findings from the visit.
6. The findings of the Retail Member will be communicated to the consumer in clear, concise and user friendly language in writing.
7. In cases where the consumer wishes to use a representative or observer to help with dealing with a complaint the Retail Member will agree.

Most complaints will be settled between the consumer and the Retail Member using this procedure. However if the consumer does not agree with the decision of the Retail Member the matter can be referred to the CF ADR procedure.

(K) CONSUMER COMPLAINTS PROCEDURES

The CF ADR procedure consists of two stages;

- i) Conciliation
- ii) Arbitration

If a dispute arises, it is the responsibility of the Retail Member to advise and inform consumers of their option of an ADR procedure. This information should form part of the Retail Members terms & conditions and also be communicated via their website / marketing materials.

Complaints about Service, Advice, Delivery, Payments etc

1. If a consumer feels that there is justification for a complaint about the level of service, advice, delivery, payment arrangements, invoices etc, it should be referred to the Retail Member within a reasonable time.
2. The Retail Member will deal with the matter as quickly as possible and carry out an investigation of the complaint.
3. The Retail Member will inform the consumer of his findings as soon as possible.
4. If the consumer is unhappy with the outcome of the complaint the Carpet Foundation ADR procedure is available.

(L) THE CARPET FOUNDATION ADR PROCEDURE (CONCILIATION)

In the unlikely event of a consumer and Retail Member failing to reach an agreement over a complaint the consumer has the right to access the Carpet Foundation ADR procedure. The consumer can access information and an application form by phoning the CF, writing to the CF, email or via the website (for them to download). *

1. The procedure will be conducted in English and is free to both parties.
2. Regardless of how they contact the CF the consumer will be required to complete an ADR application form (Form A) and return it to the Carpet Foundation by post or email.
The Carpet Foundation will inform the Retail Member that an application for ADR has been received and will send the retailer a blank part B application form for them to complete. Both parties will be requested to accompany their application forms with as much supporting written/photographic evidence as possible.
The Carpet Foundation will provide copies of both parts of the application to both parties to the dispute. Once in receipt both parties have 15 days to respond with any comments before CF issues a Complete Complaint notice to both parties, and this date will be recorded.
3. The Carpet Foundation will review the written evidence and discuss the details and potential solutions with the two parties. In the unlikely event of a conflict of interest we will inform both parties that we are unable to process the application. After consideration of all the evidence the Carpet Foundation will suggest a fair settlement of the dispute and communicate it in writing to the consumer and the Retail Member. The process will not involve visits or scientific investigation processes (e.g., product testing) and will be completed within 15 working days from the Completed Complaint File notice being issued.
4. Parties to the ADR procedure can have (but do not need to have) legal representation. They can however be represented by a third party (i.e. a friend or family member).
5. Consumers (not retailers) can withdraw from the ADR procedure at any time.

This process is essentially a “peace brokering service” aiming to reach a non-binding solution to the dispute in a reasonable time scale. If the Conciliator’s advice is not acceptable to the parties the consumer may refer the dispute to the second phase of the ADR procedure (Arbitration) Alternatively the consumer can exercise the right to seek resolution through the legal processes.

(L) THE CARPET FOUNDATION ADR PROCEDURE (CONCILIATION)

Application for the ADR Procedure can be made via post, email or phone.

*** Contact details for the CF are as follows:**

The Carpet Foundation
MCF Complex
60 New Road
Kidderminster
Worcestershire
DY10 1AQ
Tel: 01562 755568
Fax: 01562 865405
Email: info@carpetfoundation.com
Website: www.carpetfoundation.com

More detail on Conciliation can be found on the Conciliation Information Sheet.

(M) THE CF ADR PROCEDURE (ARBITRATION)

In unusual cases where conciliation cannot resolve the dispute between a consumer and Retail Member the consumer has a right to ask for the matter to be referred to Arbitration. The consumer is not obliged to refer the dispute to ADR and can pursue the matter in other ways including legal redress.

The Arbitration Service will be provided by the CF ADR officers.

The ADR Arbitration Service will operate as follows:-

1. If the Retail Member and the consumer register a failure to agree at the Conciliation stage the consumer may refer the dispute to Arbitration.
2. The consumer will be required to complete an application form to start the Arbitration process available by post, email or online and a nominal (£25.00 + vat = £30.00) fee will be chargeable. The fee charged to the retail member will be £55.00 + vat = £66.00.
3. The Arbiter will decide in conjunction with the parties whether or not a site visit or product tests are required for a judgement. If after a site visit, a product test is required the associated costs will be discussed with the retailer.
4. After considering all the evidence the Arbiter will make known his/her decision in writing to the two parties either by post or email.
5. The ADR Arbitration process will be carried out in a speedy and effective way giving both parties the opportunity to provide evidence to substantiate their case. However once the Arbitrator is fully briefed no new evidence can be accepted.
7. An award made under ADR Arbitration will be binding under the terms of the Code of Practice but does not negate any statutory rights.

More detail on Arbitration can be found on the Arbitration Information Sheet.

(N) DEALING WITH NON-COMPLIANCE

Retail Members will comply in full with all the requirements of the Code of Practice. However from time to time there may be breaches of the Code or apparent breaches which will need to be investigated. It is vital that such cases be dealt with quickly and objectively whilst maintaining high standards of fairness.

To give the process credibility in the eyes of consumers or other complainants and to be fair to members it is essential that there is an Independent Non Compliance Panel adjudicating and monitoring cases.

The Carpet Foundation Procedure for handling cases of non-compliance is as follows:-

1. Evidence of non-compliance may come from a number of different sources:-
 - ❖ Complaints from consumers
 - ❖ An analysis of conciliation and arbitration outcomes
 - ❖ The results of performance monitoring
 - ❖ Information obtained by the Carpet Foundation
2. Complaints will be thoroughly investigated within 14 days of receipt by Carpet Foundation staff and complainants informed of the outcome.
3. Minor breaches of the Code will be dealt with internally by the Carpet Foundation and will lead to the following measures:
 - ❖ Advice on how to prevent a re-occurrence
 - ❖ Written Warnings
 - ❖ Final Warnings prior to referral to the Independent Non-Compliance Panel
4. Repeated “minor” breaches and/or failure to respond to warnings will be regarded as “serious” non-compliance.
5. Cases of serious non-compliance will be referred to an Independent Non-Compliance Panel with an independent chairman, one independent member and one retail member. The independent chairman will be Mr A J Price BA (Cantab), Priceworks Ltd. 24 St Johns Avenue, Kidderminster DY11 6AW.
6. Serious non-compliance could lead to fines, suspension of membership or termination of membership of the Carpet Foundation.
7. In all cases of non-compliance investigation will be carried out in a professional, transparent and fair manner with all parties given the opportunity to make representations on their behalf.

(O) CONSUMER SATISFACTION MONITORING

In order to assess the effectiveness of the Code of Practice in terms of delivering higher standards of retailing to consumers the Carpet Foundation will carry out a number of monitoring and auditing measures:-

1. Analysis of non-compliance data
2. Independent research on consumer satisfaction levels amongst individual Retail Members
3. Analysis of conciliation and arbitration cases
4. Personal compliance visits to Retail Members.

The results on Consumer Satisfaction monitoring will be published in an annual report and circulated to Carpet Foundation members, the CTSI and other bodies. Plans for the continual improvement of consumer satisfaction levels and the development of the contents of the Code of Practice will be included in the report.